

Educational Advancement Associates
15 Schoolhouse Landing
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SunPower Corporation (Response to Docket #1257)

(Regarding Mark Roberts, Objecting to Disallow Duplicate Claims (Schedule 4), sent 1/21/25)

Case # 24-11649-CTG (SunPower Corporation)

Claimant: Educational Advancement Associates LLC (EIN: 33-0993676)

***** Claim # 11708 *****

Amount: \$94,000

Today's Date: February 3, 2025 (Updated 2/4/25)

Please consider this my "Written Response to the Objection", as related to the document emailed to me 1/21/25, regarding "SunPower Corporation / Mark Roberts "Objection to Cross-Debtor Duplicate Claims" (Schedule 4).

As requested, I am providing this Written Response today (2/3/25, in advance of the 2/4/25 deadline) to: #1) *The Office of the Clerk of the United States Bankruptcy Court for the District of Delaware* (824 North Market Street, 3rd Floor, Wilmington, Delaware, 19801) and also to #2) *Counsel to the Plan Administrator* (Richards, Layton, & Finger, One Rodney Square, 920 North King Street, Wilmington, Delaware 19801 (to the Attention of Mark Roberts, Jason Madron, and Zachary Javorsky). This response has been sent BOTH by email and by snail-mail.

Content Requested:

a) Court/Case Name: US Bankruptcy Court for the District of Delaware, for "SunPower Corporation", Chapter 11, Case #24-11649-CTG - Docket #1257, for Claim #11708.

b) Claimant Name: Educational Advancement Associates LLC – EIN# 33-0993676. This is for an LLC Business. Original Claim submitted 10/18/24 – for a total of \$94,000 - comprised of \$3350 (Priority) and \$90,650 (Unsecured). On 1/2/25, I previously responded to indicate that I DISAGREED that this Claim should be "Reclassified" financially, as per Mr. Roberts' proposal. Today, 2/3/25, I am now writing again to share that I am also in Disagreement with his new proposal that this Claim be eliminated (as a duplicate of Claim #11709). No, they are NOT duplicates: both Claims should remain intact (and BOTH should be allowed) – as they were filed against 2 different entities (SunPower Corp and SunPower Corp Systems).

c) Legal/factual basis for my Objection:

1c) SunPower Corporation has violated multiple Federal Statutes. These include the *Uniform Federal Trade Commission Act* (related to Unfair or Deceptive Acts and Practices), the *Dodd-Frank Consumer Protection Act*, and the *Connecticut Unfair Trade Practices Act*. SunPower Employees also violated numerous Federal and State *NEC Electrical Codes* as well as Federal and State *Building Codes*.

2c) On Page 4 of Docket # 1257-3, it suggests that Epiq hired their own internal staff – and that "Professionals performed an in-depth review of the Proofs of Claims". However, they clearly did NOT do a careful review. As they should be aware (since it appears on their own paperwork), each individual Claim should be considered as a *separate contested matter, as specified by Bankruptcy Rule 9014*. However, Epiq is now attempting to "merge all Claims together" – despite the fact that these Claims were each filed individually, on behalf of DIFFERENT

CLAIMANTS. That would be illegal. These are SEPARATE (and not duplicate) Claims – and none of the submitted Claims should be disallowed. They are NOT duplicates.

3c) The language of the *Connecticut Unfair Trade Practices Act* clearly supports this fact. The law states that “Any Person who suffers a measurable loss of money or property may bring an action to recover that loss”. This statement is followed by the confirmation that clarifies, “In this context, the term Person’ is defined as ‘a natural Person, Corporation, Limited Liability Company, trust, OR other legal entity’”.

Since each Claim is separate (and filed by a separate entity – against a separate entity), NONE of my requested “Schedule 4” Claims should be disallowed. The Claims are against 2 different Claimants, for very different damages (and involve 2 different costs – and requested by 2 different entities). To clarify the different Claims:

*** #11708 – Educational Advancement (an LLC, EIN #33-0993676) – against *SunPower Corporation* - \$94,000
#11712 – Laura Seese (an Individual) – against *SunPower Corporation* - \$186,000

#11709 – Educational Advancement LLC (EIN #33-0993676) – *SunPower Corporation SYSTEMS* - \$94,000
#11713 – Laura Seese (Individual) – against *SunPower Corporation SYSTEMS* – for \$186,000 ***

d) As previously noted, all documentation (covering the time period from 5/2023 to present) has ALREADY been provided to SunPower Corporation – and has been in their possession, in SunPower Corporate Files, beginning 6/2023. Please ask the SunPower Elevations Department and the SunPower Tech Support Staff to provide these documents to you for the 2/20/25 Hearing. These records include over 150 emails sent to Sandra Kilpatrick Maquire and 100 emails and telephone calls to SunPower Customer Service and Tech Team. Documentation for the Priority Claim includes SunPower Purchase Contracts (clearly showing a DEPOSIT) along with multiple photos, emails, written transcripts of telephone calls with SunPower Employees, transcripts and photos from 3 SunPower Technician Visits (by SunPower Staff), affidavits from Electricians, Contractors, State, and Town Building Officials, screenshots from the SunPower Website (showing clear violations of the Unfair Trade Practices Acts and Consumer Protections Acts) – as well as detailed lists of the SunPower Staff’s violations of National & State Electrical NEC Codes, violations of National & State Building Codes, and violations of State Licensing Requirements for installation and maintenance of my SunPower System – and a detailed list of the damage caused to my home, my personal property, and to my business equipment and interruptions of business operations - from 5/2023 onwards by SunPower Technicians and Employees. Copies of Electrical Schematics and data from the CT State Licensing Board – highlighting the violations – was previously provided to SunPower.

e) Authority to reconcile: This Claim is brought by a business, “*Educational Advancement Associates LLC*” (EIN #33-0993676). Business address is 15 Schoolhouse Landing, East Granby, Connecticut 06026. Email = **LauraSeese1@gmail.com**, Phone 860-597-9020 (no fax)

f) Please serve Replies to Educational Advancement Associates, 15 Schoolhouse Landing, East Granby, Connecticut 06026, Phone 860-597-9020 (no Fax number).

Thank you –

Educational Advancement Associates

(LLC) - Laura Seese, Director
(Emailed on 2/3/25)

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